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102353416A

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 01/28/2003 ✓

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BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSTCNOR:

GRIFFIN, PHILIP B.

DOC DATE: 01/09/2003 v

ASSIGNEE:

BEA SYSTEMS, INC. V 2315 NORTH FIRST STREET SAN JOSE, CALIFORNIA 95131

SERIAL NUMBER: 10279449

PATENT NUMBER:

FILING DATE: 10/24/2002

ISSUE DATE:

KIMBERLY WHITE, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

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BEA 5-01161US \$

Photo Committee

1-28-03 01-31-2003

ENT OF COMMERCE t and Trademark Office RECORDATION 102353416 PATEL ______ No. 23910 o the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): Name and address of receiving party(ies): Philip B. Griffin Name: BEA Systems, Inc. Address: 2315 North First Street Additional name(s) of conveying party(ies) attached? _ Yes X No San Jose, California 95131 3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other __ Additional name(s) & address(es) attached? __ Yes / No Execution Date: January 9, 2003 Application number(s) or patent number(s): C. Patent No(s).: A. Patent Application No.: 10/279,449 B. Confirmation No.: 9599 Title: System and Method for XML Data Representation of Portlets Filed Date: October 24, 2002 Additional numbers attached? Yes ✓ No If this document is being filed together with a new application, the execution date of the application is: 5. Name and address of party to whom correspondence 6. Total Number of applications and patents concerning document should be mailed: involved: 1 X \$40.00 each Name: Sheldon R. Meyer 7. Total fee (37 CFR 3.41)......\$ 40.00 Address: Fliesler Dubb Mever & Loveiov ILP ✓ Check Enclosed Four Embarcadero Center, Fourth Floor 8. Fee Authorization. Authorization is given to charge any additional fees or credit any San Francisco, CA 94111 overpayment to Deposit Account No. 06-1325. Telephone: (415) 362-3800 Copy. (A duplicate copy of this authorization is not enclosed.) Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. 1/22/03 Daniel J. Burns Attorney (Reg. No.: 50,222) Total number of pages to be recorded: 2 (1 page cover sheet and 3 page document).

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SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Philip B. Griffin, a resident of Longmont, Colorado 80503, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

SYSTEM AND METHOD FOR XML DATA REPRESENTATION OF PORTLETS

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

WHEREAS <u>BEA Systems</u>, Inc. (hereinafter termed "Assignee"), a corporation of the State of <u>Delaware</u>, having a place of business at <u>2315 North First Street</u>, <u>San Jose</u>, 95131, State of <u>California</u>, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to sall rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every resize or extension of any of said applications; (d) in and to each and every resize or extension of any of said applications; (d) in and to each and every resize or extension of any of said applications; (d) in and to each and every resize the extension of any of said applications; (d) in a dot one and a every resize or extension of any of said applications; (d) in add to each and every resize the extension of any of said applications; (d) in add to each and every resize the extension of any of said applications; (d) in add to each and every resize the extension of any of said applications; (d) in add to each and every resize the extension of any of said applications; (d) in add to each and every resize the extension of any of said applications; (d) in add to each and every resize the extension of a said applications; (d) in add to each and every resize the extension of a said applications; (d) in add to each and every resize the extension of a said applications; (d) in add to each and every resize the extension of a said applications and the extension of
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of festimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee:

1.		On the day of, 20;
	Or	
2.		Said application having SC/Serial Number 10/279.449, and filed on the 24th day of October, 2002.
		Philip B. Griffin
State of	٠.	
County of)
	On	before me,
(name and title of officer) personally appeared		
WITNE	SS my hand	and official seal.
Signatur	re	
	**	***************************************